

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

**Master File No. 1:00 - 1898
MDL 1358 (SAS)
M21-88**

This Document Relates to:

*New Jersey Department of Environmental
Protection, et al. v. Atlantic Richfield Co., et al.*
No. 1:08-cv-00312-SAS

**DECLARATION OF BRYAN BARNHART IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO CHEVRON U.S.A. INC.'S
MOTION FOR SUMMARY JUDGMENT REGARDING
THE SKYLINE SERVICE CENTER TRIAL SITE**

I, Bryan Barnhart, declare:

1. I am an attorney at Miller, Axline & Sawyer, counsel for Plaintiff New Jersey Department of Environmental Protection. I have been involved in the pretrial proceedings in this action. This Declaration is based on my personal knowledge and, if called as a witness, I could testify competently thereto.

2. Attached hereto as Exhibit 1 is a true and correct copy of a document with bates numbers NJ-MTBE-DEF-000000016-000000018.

3. Attached hereto as Exhibit 2 is a true and correct copy of excerpts from the transcript from the deposition of Bruce Odriel Beyaert in the *In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation* case, dated June 19, 2007.

4. I am informed and believe that Exhibit 3 hereto is a true and correct copy of a letter from James R. Deurbig to Joseph A. Costello and Michael Costello re: Skyline Service Center, Inc., dated July 24, 1998.

5. Attached hereto as Exhibit 4 is a true and correct copy of excerpts from the Expert Report of Bruce F. Burke, dated November 20, 2009.

6. Attached hereto as Exhibit 5 is a true and correct copy of documents relating to the installation of the containment system at the Skyline Service Center, Inc., which was Exhibit 14 to the deposition transcript of Skyline's operator Joe Costello.

7. Attached hereto as Exhibit 6 is a true and correct copy of excerpts from a transcript in *In Re: MTBE Litigation*, of a hearing held before Honorable Shira A. Scheindlin, on August 19, 2013.

8. Attached hereto as Exhibit 7 is a true and correct copy of excerpts from

“Objections and Responses of Texaco Inc. to Plaintiffs First Set of Interrogatories to Defendants.”

9. Attached hereto as Exhibit 8 is a true and correct copy of excerpts from, “The Chevron Defendants’ Objections and Responses to Plaintiffs First Set of Request for Production of Documents”

10. On November 22, 2013, I personally reviewed the public filings of Texaco and of ChevronTexaco on the sec.gov website. Texaco’s 1993 10-K states that Star was formed in 1988 as a joint venture between defendant Texaco and the Saudi Arabian Oil Company.

ChevronTexaco’s 2000 10-K states that, “[e]ffective July 1, 1998, Texaco, Shell and Saudi Refining Inc., a corporate affiliate of Saudi Aramco, formed Motiva, a Delaware limited liability company. Motiva is a joint venture that combined the East and Gulf Coast U.S. refining and marketing businesses of Shell and Star Enterprise (Star). Star, in turn, was a joint venture owned 50 percent each by Texaco and Saudi Refining Inc.” ChevronTexaco’s 2000 10-K also states that ChevronTexaco took over Texaco’s ownership interest when Chevron and Texaco merged in 2000, and that ChevronTexaco sold its ownership interest in Motiva to Shell and Saudi Refining Inc. in October 2001. Texaco’s 1993 10-K shows that it and Star have been involved in groundwater-contamination litigation since at least 1993. Texaco’s 1998 10-K shows that it, Motiva, and Shell all have been defendants in MTBE cases since at least 1998.

11. Attached hereto as Exhibit 9 is a true and correct copy of excerpts from “Defendant Chevron U.S.A. Inc.’s Objections and Responses to Plaintiff’s Second Set of Interrogatories to Defendants.”

12. Attached hereto as Exhibit 10 is a true and correct copy of excerpts from Expert

Generic Report of Marcel Moreau.

13. Attached hereto as Exhibit 11 is a true and correct copy of excerpts from “Plaintiff’s Amended Notice of Deposition of Michael Costello with Production of Documents and Videotaping.”

14. Attached hereto as Exhibit 12 is a true and correct copy of the document identified as Exhibit 25 of the August 2, 2011 Deposition of Joseph Costello.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of December, 2013, at Sacramento, California.


BRYAN BARNHART

EXHIBIT 1



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re Methyl Tertiary-Butyl Ether
("MTBE") Products Liability Litigation

This document relates to:

New Jersey Department of Environmental
Protection et al. v. Atlantic Richfield Co., et
al.
No. 08 Civ. 00312 (SAS)

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)
) Master File C.A. No. 1:00-1898
)
)

) MDL 1358 (SAS)
) No. M21-88
)
)

) CITGO PETROLEUM CORPORATION'S
) ANSWERS AND OBJECTIONS TO
) PLAINTIFFS' FIRST SET OF
) INTERROGATORIES TO DEFENDANTS
)
)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant CITGO Petroleum Corporation ("CITGO") hereby responds to Plaintiffs' First Set of Interrogatories to Defendants as follows:

GENERAL OBJECTIONS

1. CITGO objects to the definitions set forth in the Interrogatories to the extent they deviate from or purport to impose requirements other than or in addition to those required by the Federal Rules of Civil Procedure, the Local Civil Rules or Orders of this Court.

2. CITGO objects to the Interrogatories on the grounds that they are overly broad, unduly burdensome, and seek the disclosure of information that is not relevant to the claim or defense of any party nor reasonably calculated to lead to the discovery of admissible evidence.

3. CITGO is a very large organization, and it would neither be possible nor practical to search every location where records are retained or to interview each employee for responsive information. CITGO has conducted, and is still conducting, a good faith search for documents and information in the locations and from the individuals who are most likely to have the responsive information. CITGO reserves the right to amend or supplement its responses as

entire State of New Jersey prior to completion of the ongoing Court-ordered process of site selection. CITGO also objects that the phrases and terms "routes along which you own ... or operate," "primary origin points," "secondary origin points" and "breakout terminals" are vague and ambiguous in the context of this Interrogatory. CITGO also objects to Plaintiffs' demand that it depict responsive information in graphic format on the basis that it is unduly burdensome to the extent that the responsive information does not already exist in such format. Subject to and without waiving its objections, CITGO states that it formerly owned an interest in Colonial Pipeline and that it currently owns a terminal in Linden, New Jersey. CITGO also owns a property in Pennsauken, New Jersey that formerly was used as a gasoline distribution terminal. CITGO produces herewith documents bearing Bates numbers CITGO-NJ-002938 through CITGO-NJ-002944, which depict Colonial Pipeline routes in New Jersey as well as the locations of breakout tankage and of the Linden and Pennsauken terminals.

12. Identify all routes in the State of New Jersey along which you ship (or have shipped) gasoline through a common carrier pipeline, and indicate by city any and all primary and secondary origin points where you do input (or did input) gasoline, and any and all ending points, breakout terminals, and off-take points where you take out (or have taken out) gasoline. Depict this information in graphic format.

ANSWER: In addition to its General Objections, CITGO objects to Interrogatory No. 12 on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information about the entire State of New Jersey prior to completion of the ongoing Court-ordered process of site selection. CITGO also objects that the phrases "primary and secondary origin points," "input," "off-take points" and "breakout terminals" are vague and ambiguous in the context of this Interrogatory. CITGO also objects to Plaintiffs' demand that it depict responsive information

for the purpose of responding to these Interrogatories. Subject to and without waiving its objections, CITGO states that CITGO employees Steve Fuller and Jack McCrossin were consulted for these responses.

19. Identify each party on whose behalf you are responding to these requests.

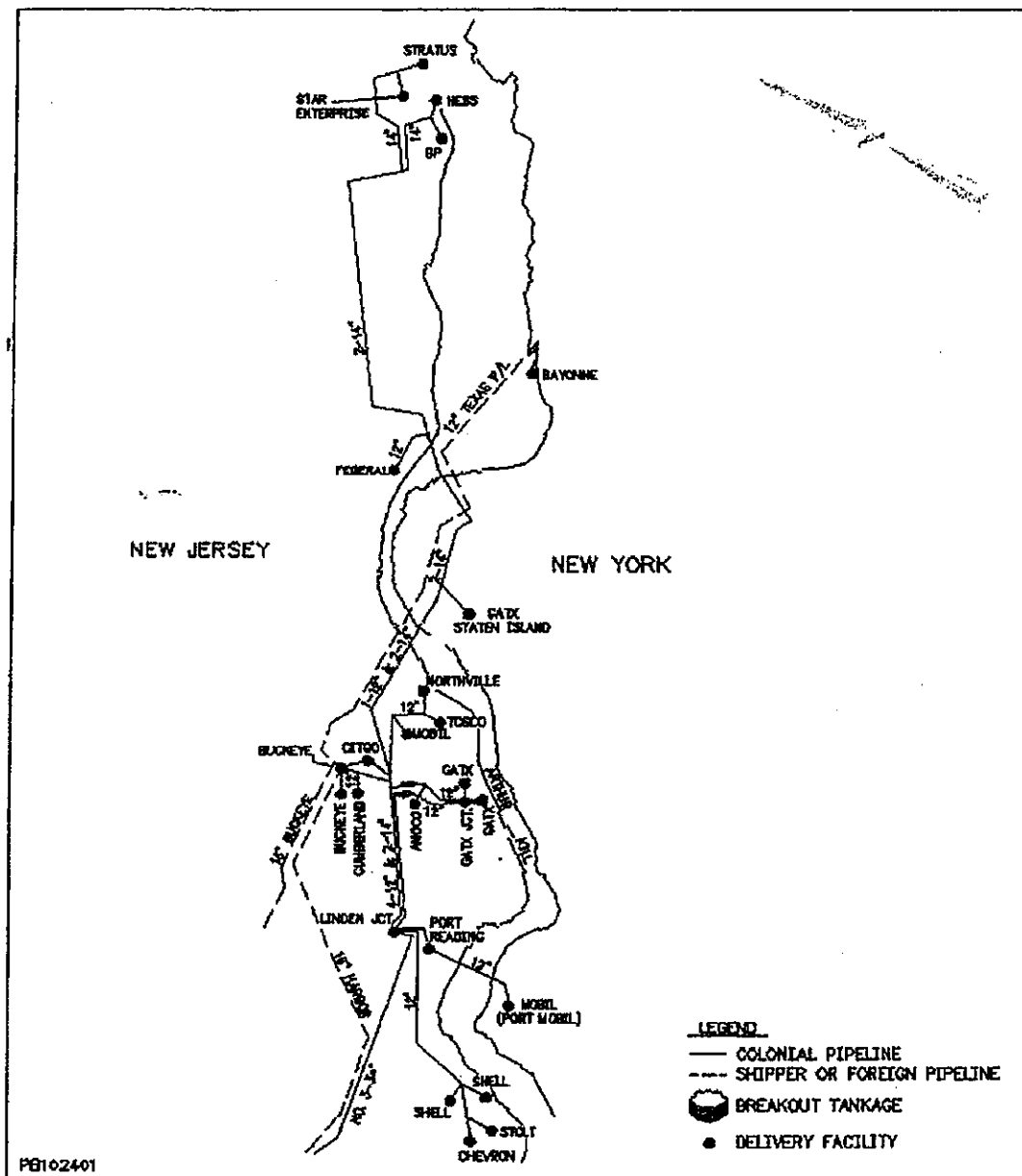
ANSWER: CITGO Petroleum Corporation is responding to these requests on its own behalf.

Dated: April 9, 2010

Respectfully submitted,

CITGO PETROLEUM CORPORATION

By: Pamela R. Hanebutt
Nathan P. Eimer (neimer@eimerstahl.com)
(New York Bar No. 1976067)
Pamela R. Hanebutt
(phanebutt@eimerstahl.com)
Lisa S. Meyer (lmeyer@eimerstahl.com)
EIMER STAHL KLEVORN & SOLBERG LLP
224 South Michigan Avenue, Suite 1100
Chicago, IL 60604
Ph. 312-660-7600
Fax 312-692-1718

Colonial Pipeline Company

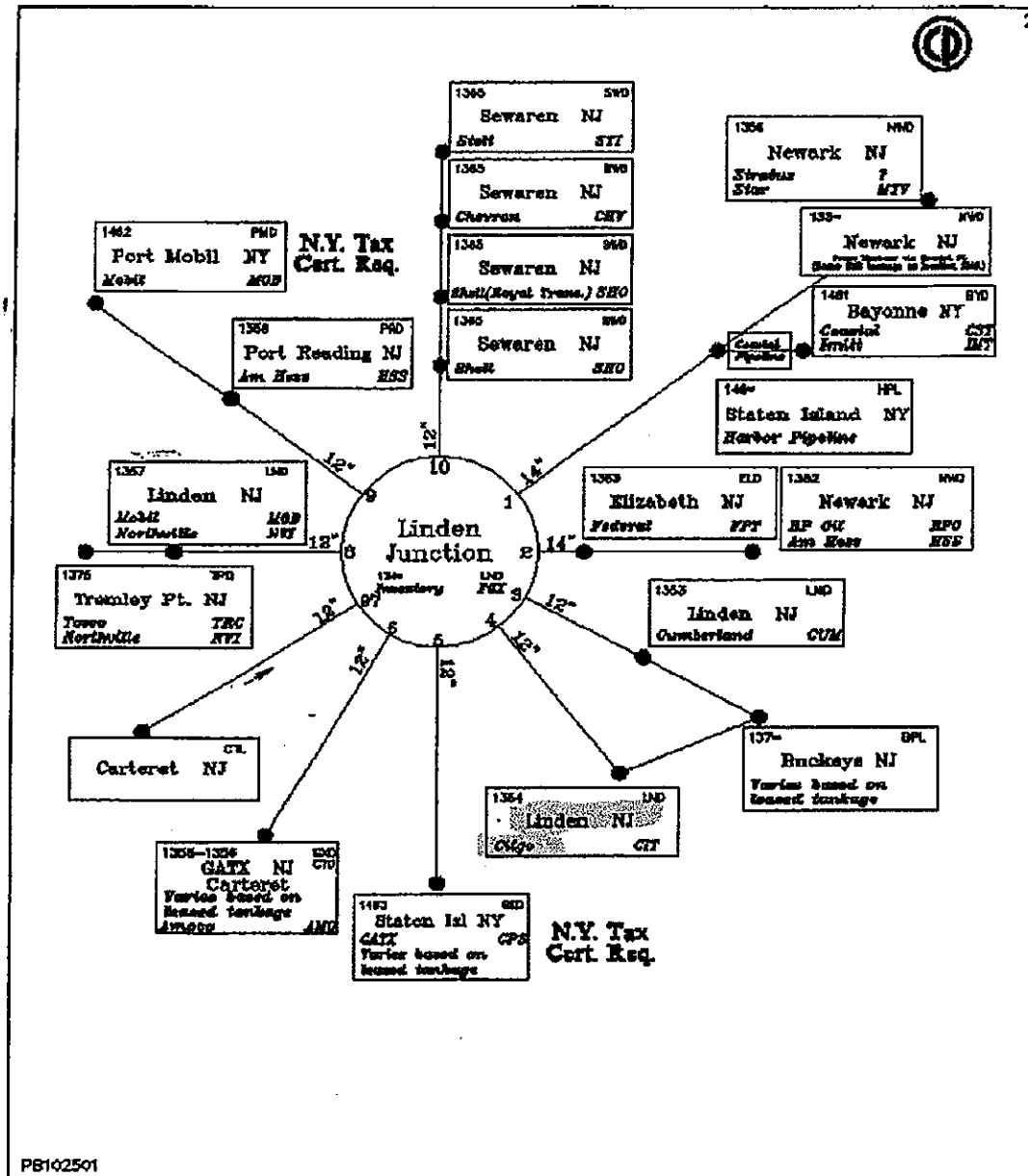
January 2000

I-46

CITGO-NJ-002938

NJ-MTBE-DEF-000000016

Colonial Pipeline Company



Colonial Pipeline Company

LINDEN JUNCTION

The Linden Tank Farm represents the final destination location on the Colonial system. Colonial delivers product to 12 different locations, serving 48 shipper terminals, as well as three direct connections to other pipelines from this breakout tankage.

LINDEN DELIVERY TANKAGE & SHIPPERS (LND)

Citgo (CIT)
Cumberland Farms (CNR)

Mobil (MOB)
Northville (NVT)

PORT READING DELIVERY TANKAGE & SHIPPERS (PRD)

Hess (HSS)

PORT MOBIL DELIVERY TANKAGE & SHIPPERS (PRD)

Mobil (MOB)

SEWAREN DELIVERY TANKAGE & SHIPPERS (SWD)

Chevron (CHV)

Motiva (MTV)
Stolt (STI)

CARTERET DELIVERY TANK & SHIPPERS (CTD)

Amoco (AMO)

STATEN ISLAND DELIVERY TANKAGE & SHIPPERS (SID)

GATX (GX)

Shippers with leased tankage are made valid when appropriate

TREMLEY POINT DELIVERY TANKAGE & SHIPPERS (TPD)

Tosco (TRC)

Northville (NVT)

BUCKEYE PIPE LINE TANKAGE & SHIPPERS (BPL)

Buckeye Pipe Line (BPL)

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

--oOo--

-----X
IN RE:)
Methyl Tertiary) MDL No. 1358 (SAS)
Butyl Ether)
("MTBE"))
Products Liability)
Litigation)
_____X

VOLUME I
VIDEOTAPED DEPOSITION OF
BRUCE ODIEL BEYAERT
Tuesday, June 19, 2007
San Francisco, California

REPORTED BY: KENNETH T. BRILL, RPR, CRR, CSR #12797

1 A P P E A R A N C E S:

2 LAW OFFICES OF MATTHEW F. PAWA, P.C.
3 BY: BENJAMIN A. KRASS, ESQUIRE
4 1280 Centre Street, Suite 230
5 Newton Centre, MA 02459
6 (617) 641-9550
7 bkrass@pawalaw.com
8 Representing the Plaintiffs

9 KING & SPALDING LLP
10 BY: CHARLES C. CORRELL, JR., ESQUIRE
11 1100 Louisiana, Suite 4000
12 Houston, TX 77002-5213
13 (713) 276-7378
14 ccorrell@kslaw.com
15 Representing the Defendant Chevron
16 U.S.A., Inc.

17 WALLACE KING DOMIKE & REISKIN, PLLC
18 BY: WILLIAM F. HUGHES, ESQUIRE
19 1050 Thomas Jefferson Street, N.W.
20 Suite 500
21 Washington, DC 20007
22 (202) 204-3727
23 bhughes@wallaceking.com
24 Representing the Shell Defendants

25 via telephone:

 BLEAKLEY, PLATT & SCHMIDT, LLP
26 BY: CLAUDIA NEARY, ESQUIRE
27 One North Lexington Avenue
28 White Plains, New York 10601
29 (914) 287-6192
30 cneary@bpslaw.com
31 Representing Getty Petroleum
32 Marketing, Inc.

1 MR. CORRELL: Charles Correll, Jr. from
2 King & Spalding, LLP for defendant Chevron, U.S.A.

3 MR. HUGHES: William Hughes, with Wallace
4 and King for Shell defendants.

5 THE VIDEOGRAPHER: Would the court
6 reporter please swear in the witness.

7 BRUCE ODIEL BEYAERT, after having
8 been first duly sworn, was examined and
9 testified as follows:

10 THE VIDEOGRAPHER: Please proceed.

11 --oOo--

12 EXAMINATION

13 --oOo--

14 BY MR. KRASS:

15 Q. Good morning.

16 A. Good morning.

17 Q. My name is Ben Krass and I'm an attorney
18 for plaintiffs in this case. Would you please state
19 your full name and address for the record.

20 A. My name is Bruce ODiell Beyaert. My
21 address is 73 Belvedere Avenue, Point Richmond,
22 California, 94801.

23 Q. And who is your current employer?

24 A. I'm retired. I retired from Chevron
25 U.S.A. in 1992.

1 Q. Are you currently employed?

2 A. No. Well, I'm Chevron's corporate
3 representative today.

4 Q. Sure. And have you ever been deposed
5 before?

6 A. Yes.

7 Q. Approximately how many times?

8 A. One for sure in 2005. And then 20 or 25
9 years ago I have a vague recollection of being
10 deposed. I don't recall what the subject was.

11 Q. Are those the only two times that you can
12 recall being deposed previously?

13 A. Yes.

14 Q. And what did the case involve in 2005 for
15 which you were deposed?

16 A. That was Coastal -- Coast Floral case
17 involving leakage of an underground storage tank
18 they had.

19 Q. And what is your recollection as to which
20 matters you were deposed on in that case?

21 A. They were matters concerning MTBE and
22 gasoline, some similarity to this case, so --

23 Q. Let me just go over a couple of the ground
24 rules for a deposition, then, to refresh your
25 recollection.

1 do here is to list all of the Chevron U.S.A.
2 organizations which would have been involved in
3 those decisions, and that would have been the
4 refinery manages -- managers and personnels at
5 Pascagoula and El Segundo. They would have be
6 the -- have been the key people in figuring out how
7 to make premium unleaded gasoline at that time with
8 lead being phased out.

9 And then there were home office management
10 approvals, as I mentioned earlier, along the way,
11 and marketing and product engineering, supply
12 distribution, strategic planning, business
13 evaluation, environmental affairs, environmental
14 health scientists, all would have provided advice
15 and input.

16 So all those organizations that I have
17 listed here, the names of the key individuals who I
18 knew at that time and were involved based on a
19 review of the documents provided to me.

20 BY MR. KRASS:

21 Q. For the record, what do S&D and SP and BE
22 refer to?

23 A. SD is supply and distribution. That would
24 be the organization that would go out and, in this
25 case, find an economic source for MTBE or the best

1 source.

2 Strategic planning and business evaluation
3 was the Chevron U.S.A. Downstream organization for
4 which I worked.

5 Q. Were you personally involved in Chevron's
6 decision to first add MTBE to its gasoline as an
7 octane enhancer?

8 A. I don't believe so, not that I recall.

9 Q. And --

10 A. And the one -- one exception occurs to me
11 is that I did author a memo which D.B. Smith sent to
12 R.L. Arscott, again, touching bases in 1987,
13 following up on the 1983 and '85 memos we had from
14 our environmental health scientists to be sure there
15 weren't any environmental showstoppers. So I did
16 author and review that February 13, 1987 memo, so I
17 was involved at that time.

18 It was -- relates to my background in
19 environmental planning to be sure that everything
20 was -- could proceed as planned.

21 Q. And skipping to Point 16, it's Chevron's
22 understanding that the individuals listed in 14 were
23 those that were involved in making any
24 recommendations to the ultimate decision maker with
25 respect to Chevron's decision to first add MTBE to

ACKNOWLEDGMENT OF DEPONENT

I, _____, do hereby certify
that I have read the foregoing pages _____ to _____
and that the same is a correct transcription of the
answers given by me to the questions therein
propounded, except for the corrections or changes in
form or substance, if any, noted in the attached
Errata Sheet.

DATE SIGNATURE

Subscribed and sworn to before me this

_____ day of _____,

200__.

My commission expires: _____

Notary Public

EXHIBIT 3



Christine Todd Whitman
Governor

State of New Jersey
Department of Environmental Protection

Bureau of Underground Storage Tanks
P.O. Box 433
401 East State Street
Trenton, NJ 08625
Fax: (609)633-1454

Robert C. Shinn, Jr.
Commissioner

JUL 24 1998

Mr. Joseph A. Costello
Mr. Michael Costello
236 Skyline Drive
Ringwood, New Jersey 07456

Re: Skyline Servicecenter, Inc.
236 Skyline Drive
Ringwood, Passaic County
Case # N/A
UST #0025391

RECEIVED

JUL 27 1998

RINGWOOD HEALTH DEPT

Dear Sirs:

The New Jersey Department of Environmental Protection (Department), specifically, the Bureau of Underground Storage Tanks (BUST) has responded to the Passaic County Department of Health which requested the Department's assistance in determining the source(s) of gasoline related contamination that has been detected in several potable wells located in the vicinity of Oakwood Drive, Ringwood. In May of 1998 the Department of Health sampled wells in the area and detected methyl-tert butyl ether (MTBE), a gasoline additive, at a concentration that exceeds the Safe Drinking Water Standard in one potable well located at 63 Oakwood Drive. Of the eighteen wells sampled in the Oakwood Drive area, sixteen had low levels of MTBE present.

On July 16th, 1998, representatives from BUST conducted a field investigation in the Oakwood Drive area to identify the possible source(s) of the ground water contamination. Your facility is located within 1,000 feet of Oakwood Drive and is upgradient to the impacted wells. As per N.J.A.C. 7:14B-7.1(a)3, "The New Jersey UST State Regulations", a site investigation (SI) is required when "there is evidence of a hazardous substance or resulting vapors in the soil, in surface water, or in any underground structure or well in the vicinity of the facility". Therefore, Skyline Servicecenter shall conduct an SI pursuant to N.J.A.C. 7:26E that specifically includes installing a bedrock monitoring well downgradient of the tank field and pump islands. Said well shall test the first encountered aquifer in competent bedrock. Analyses of ground water samples shall be per USEPA Method 624 (including MTBE and TBA).

During the above site inspection, you mentioned that you were anticipating the closure and excavation of the on-site waste oil tank. In an effort to reduce time and costs the Department encourages you to coordinate the tank closure and SI activities to minimize the extent of invasive activities.

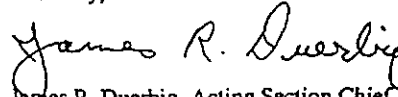
The results of the ground water SI are to be submitted to the Department within sixty (60) days of the

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NJDEP-SITE249-001975

receipt of this letter. The Department appreciates your cooperation in this matter. Should you have any questions, please contact Leonard Lipman, Case Manager, at (609) 777-0126

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Duerbig". The signature is fluid and cursive, with the first name "James" being the most prominent.

James R. Duerbig, Acting Section Chief
Bureau of Underground Storage Tanks

c: Passaic County Department of Health
Health Department, Borough of Ringwood
Clerk's Office, Borough of Ringwood
Leonard Lipman, Case Manager, BUST

EXHIBIT 4



**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

In Re: Methyl Tertiary Butyl Ether (MTBE")

MDL No. 1358 (SAS)

Product Liability Litigation

Master File C.A. No. 1:00-1898

This document relates to the following cases:

West Hempstead Water District v. AGIP, et al.

No. 03-CV 10052

EXPERT REPORT OF BRUCE F. BURKE

Nexant, Inc.
44 South Broadway
White Plains, New York 10601

A handwritten signature in cursive script that reads "Bruce F. Burke".

November 20, 2009

Signature

Date

CPNJMTBESWNY00002958

		Location	Company	
NY	Nassau	125 Apollo Street Brooklyn, NY 11222	Amoco	Terminal is currently in use by BP Products (or its affiliates)
		760 Roosevelt Avenue Carteret, NJ 07008	Amoco	Terminal is currently in use by BP Productions (or its affiliates)
		Unknown Inwood, NY	Amoco	Terminal was in use by BP Products or its affiliates at least in 1988
		Unknown Mount Vernon, NY	Amoco	Terminal sold to Sprague Energy Corp. in 1999
		Unknown Oceanside, NY	BP	Terminal sold or closed
		Unknown Port Jefferson, NY	Amoco	Terminal was in use by BP Products (or its affiliates) at least in 1988

- "BP Products currently leases space from Carbo Industries' terminal in Lawrence listed in Attachment A as owned by Carbo. Lawrence sells gasoline for distribution to Suffolk and Nassau Counties and parts of Westchester County. This terminal is supplied by Buckeye Pipeline and by barge from BP Products' Carteret, New Jersey terminal."¹⁵¹
- "BP Products' and/or its predecessor Amoco owned the terminal in Inwood, New York (listed in Attachment A as owned by Amoco) from prior to 1979 until it was sold in about 1993. This terminal supplied Suffolk and Nassau Counties and parts of Westchester County. The terminal was supplied by barge from BP Products' Carteret, New Jersey terminal and by the Buckeye Pipeline."¹⁵²
- The Oceanside terminal previously owned by BP supplied Suffolk, Nassau and Queens counties. This terminal was supplied by barge from Tremley Point and by barges of imports from New York harbor."¹⁵³

133. **Chevron U.S.A. Inc. ("Chevron") and ChevronTexaco Corporation (n/k/a Chevron Corporation)** have indicated that they did ship MTBE gasoline into terminals

¹⁵¹ Defendant BP Products North America Inc.'s and BP Corporation North America Inc.'s Answers and Objections to City of New York's Revised Third Set of Interrogatories to All Defendants, Page 45

¹⁵² Defendant BP Products North America Inc.'s and BP Corporation North America Inc.'s Answers and Objections to City of New York's Revised Third Set of Interrogatories to All Defendants, Page 46

¹⁵³ Defendant BP Products North America Inc.'s and BP Corporation North America Inc.'s Answers and Objections to City of New York's Revised Third Set of Interrogatories to All Defendants, Page 47

along the gasoline supply system which served the RGA. Specifically, Chevron and ChevronTexaco have indicated the following:

- "..., Chevron refers to the chart attached as Exhibit 1, which depicts Chevron's deliveries of gasoline that Chevron can identify as containing MTBE to the New York and New Jersey terminals listed on Attachment A, based on Chevron's review of the electronic information available to it."¹⁵⁴

Chevron identifies terminals and approximate barrels delivered to these terminals. The Amoco Terminal at 760 Roosevelt Ave., Carteret, NJ (162,647 in 1993; 237,350 in 1994); the Bayway Terminal at Linden, NJ (225,156 in 1993); the Chevron Terminal at Gulfport, NY (25,000 in 1993; 59,999 in 1994); and the CITGO Terminal at Linden, NJ (1,044,729 in 1992; 1,394,652 in 1993; 144,915 in 1994) were those identified by Chevron as terminals which they delivered MTBE gasoline to¹⁵⁵

▪

¹⁵⁴ Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Page 24

¹⁵⁵ Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Exhibit 1

EXHIBIT 1: CHEVRON'S RESPONSES TO CITY OF NEW YORK'S REVISIONS (PART 2) OF INTERROGATORIES TO ALL DEFENDANTS

This exhibit contains Chevron's responses to the City's revised interrogatories. The responses are organized by interrogatory number and are provided in a table format.

Interrogatory	Chevron's Response
1	Chevron is not a defendant in this case.
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96	Chevron is not a defendant in this case.
97	Chevron is not a defendant in this case.
98	Chevron is not a defendant in this case.
99	Chevron is not a defendant in this case.
100	Chevron is not a defendant in this case.

¹⁵⁶ Defendants Chevron U.S.A. Inc.'s and ChevronTexaco Corp.'s Response to City of New York's Revised Third Set of Interrogatories to all Defendants, Exhibit 1

Subject to and without waiving any of their objections, Chevron identifies the following terminals from which, on information and belief, they may have supplied gasoline to the localities that are the subject of these interrogatory responses. This is not to suggest that any or all of the gasoline had MTBE in it, and Chevron's records do not always reflect where gasoline was ultimately delivered.

State	Name of Plaintiff	County	Terminal(s)	Dates Used*	Proprietary?
New Hampshire	City of Dover	Strafford	Chelsea, MA	1979-1986	Y
			South Portland, ME	1979-1986	Y
	City of Portsmouth	Rockingham	Chelsea, MA	1979-1986	Y
			South Portland, ME	1979-1986	Y
New York	State of New Hampshire		Chelsea, MA	1979-1986	Y
			South Portland, ME	1979-1986	Y
New York	City of New York	Bronx County, Kings County, New York, Queens, Richmond	Albany, NY	1979-1986	N
			Buffalo, NY	1979-1986	N
			Greenpoint, NY	1979-1986	N
			Gulfport, NY	1979-1986	Y
			Johnson City, NY	1979-1986	Y
			Long Island, NY	1979-1986	N
			Oceanside, NY	1979-1986	Y
			Rensselaer, NY	1979-1986	Y
			Rochester, NY	1979-1986	Y
			So. Seatauket, NY	1979-1986	N
			Syracuse, NY	1979-1986	Y
			Utica, NY	1979-1986	Y
			Yonkers, NY	1979-1986	N

*Chevron notes that after 1986, it is possible that some of the listed terminals were used by other companies to supply their own retail outlets in some of the relevant areas. Chevron had no retail outlets in the relevant areas after 1986.

There may be additional terminals that were formerly and/or currently owned or used by Chevron (including its predecessor Gulf). Chevron will supplement its response to this interrogatory to the extent such additional terminals are identified.

157

134. CITGO Petroleum Corporation ("CITGO") and CITGO Refining and Chemicals Company L.P. ("CRCC") (collectively, the "CITGO Defendants") have indicated that they did ship MTBE gasoline into terminals along the gasoline supply system which served the RGA. Further they state that they blended MTBE into gasoline at the terminals.

Specifically, the CITGO Defendants have indicated the following:

- "During the years 1995 through March 2000, CITGO shipped RFG via a branch of the Buckeye Pipeline East system that runs from Linden, New Jersey to the Shell/Motiva terminal located at 25 Paidge Avenue in Brooklyn, New York."¹⁵⁸

¹⁵⁷ Chevron U.S.A. Inc.'s Responses to City of New York's First Set of Interrogatories, Page 11

¹⁵⁸ Citgo Petroleum Corporation's and Citgo Refining and Chemicals Company L.P.'s Answers and Objections to City of New York's Revised Third Set of Interrogatories to all Defendants, Page 8

EXHIBIT 5

StarEnterprise



October 26, 1993

Mr. Bruce Bodami
Lombardo Equipment Co.
Bushes Lane
PO Box 62
Elmwood Park, NJ 07407

Re: Skyline S/C
Ringwood, NJ

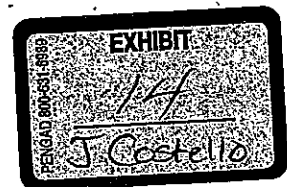
Dear Mr. Bodami,

We have been advised by Mr. Joseph Costello, proprietor of subject location that your company has entered into contract with him on June 9, 1993 for tank upgrading. The work has not commenced as of this date. We at Star Enterprise have completed all our tank upgrading at those locations we own and we expect all other customers to be in compliance with state regulations.

Since we are rapidly approaching the deadline date, when can we expect Mr. Costello's location to be in compliance?

Very Truly Yours,

Sam A. Trunzo
Marketing Supervisor



SKYLINE002158

796-3390
796-3391
796-3392

LOMBARDO EQUIPMENT CO.

Service Station Installation
and Maintenance

BUSHES LANE, P. O. BOX 62

ELMWOOD PARK, N. J. 07407

JUNE 7, 1993

SKYLINE TEXACO
SKYLINE DRIVE
RINGWOOD NJ 07456

ATT: JOE COSTELLO

SIR:

WE ARE PLEASED TO SUBMIT OUR COMPLIED QUOTATION TO PERFORM THE FOLLOWING
IN THE AMOUNT OF \$28,500.00 (TAX NOT INCLUDED).

SUPPLY AND INSTALL ONE (1) ST1401 CONSOLE AND PRINTER, THREE (3) SENSORS
(INVENTORY TYPE), AND TWO (2) VAPOR SENSORS.

EXCAVATE TO TANK AND INSTALL THREE (3) CONTAINMENT SUMPS, THREE (3)
CONTAINMENT COVERS, AND FOUR (4) 15 GALLON SPILL.

OVERFILL WILL BE ELECTRONIC AND INCORPORATED IN THE ST1401.

REPLACE ALL DISTURBED CONCRETE AND ASPHALT.

OBTAIN SUBSTANCIAL MODIFICATION PERMIT AND LOCAL PERMIT.

ASSUMPTIONS

IT IS ASSUMED THAT;

THE TANKS TO BE UPGRADED ARE REGISTERED WITH THE STATE.

THE AREA TO BE EXCAVATED WILL BE FREE OF ANY OBSTRUCTIONS SUCH
AS CARS, TRUCKS, OR OTHER MISCELLANEOUS DEBRIS.

THERE WILL BE AN ADDITIONAL CHARGE SHOULD IT BE NECESSARY TO REMOVE AND
DISPOSE OF CONTAMINATED WATER OR ANY SUB SURFACE SOIL WHICH SHOULD BE
DETERMINED HAZARDOUS BY LOCAL OFFICIAL, EPA, DEP, OR OUTSIDE TESTING
LABS.

ANY ADDITIONAL BACK FILL REQUIRED TO REPLACE CONTAMINATED SOIL WILL BE
CERTIFIED CLEAN FILL AND WILL BE SUPPLIED AT \$25.00 PER TON.

ANY UNFORSEEN OBSTACLES SUCH AS BUT NOT LIMITED TO ROCK, HIGH WATER IN
EXCAVATION OR UNDERGROUND UTILITY LINES WILL CONSTITUTE AN EXTRA TO THIS
CONTRACT.

*Site Plan
Required 8/10/93
for application*

*NEED only three (3)
containment covers - exchange
one for telephone modem to
Home Phone - 8:15 am 6/14/93
Phone conversation with
Bruce Brown*

SKYLINE002159

WE THANK YOU FOR THE OPPORTUNITY OF QUOTING ON THIS PROPOSED IMPROVEMENT
AND LOOK FORWARD TO DOING BUSINESS WITH YOU.

#WP3 POA 2000 6/9/92
Bal 20500

TERMS OF THIS CONTRACT:

6% SALES TAX WILL BE ADDED TO THE ABOVE PRICE
\$2,000.00 TO START PAPER WORK AND OBTAIN PERMITS
\$12,000.00 AT COMMENCEMENT OF WORK
BALANCE UPON COMPLETION OF CONTRACT.

I HEREBY AGREE AND ACCEPT THE TERMS OF THIS CONTRACT _____

SINCERELY,

Bruce Badami

BRUCE BADAMI
LOMBARDO EQUIPMENT CO., INC.

BB/ml

NOTE: THERE WILL BE AN ADDITIONAL CHARGE SHOULD IT BE
NECESSARY TO REMOVE AND DISPOSE OF CONTAMINATED
WATER OR ANY EXCAVATED SUB SURFACE SOILS WHICH
SHOULD BE DETERMINED HAZARDOUS BY THE LOCAL
OFFICIALS, EPA, DEP OR OUTSIDE TESTING LAB.

Balance
\$ 26,500

11/17/93 Received (Bruce Badami) \$5,000.00 Cash
11/24/93 Received (VH Lombardo) \$10,000.00 Cash
11/15/93 u Bruce Badami 11,500.00 Cash

SKYLINE002160

EXHIBIT 6

1

D8JMMTB1

1 UNITED STATES DISTRICT COURT
1 SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 IN RE: MTBE LITIGATION

4 00 MDL 1358 (SAS)

5 -----x

5 New York, N.Y.
6 August 19, 2013
6 4:40 p.m.

7 Before:

8 HON. SHIRA A. SCHEINDLIN,

9 District Judge

10 APPEARANCES

11 MILLER AXLINE & SAWYER

12 Attorneys for Plaintiffs NJ, PR, et al.

12 BY: MICHAEL AXLINE

13 -and-

13 BERGER & MONTAGUE

14 BY: TYLER E. WREN

14 GWEN FARLEY

15 YIN ZHOU

16 Attorneys for New Jersey Plaintiffs

16 McDERMOTT WILL & EMERY LLP

17 Attorneys for Defendant ExxonMobil, Defense Liaison

18 BY: JAMES A. PARDO

18 ARCHER & GREINER, P.C.

19 Attorneys for Defendants

20 BY: DAVID EDELSTEIN

20 KING & SPALDING LLP

21 Attorneys for Defendant Chevron

22 BY: CHARLES C. CORRELL, JR.

22 ROBERT MEADOWS

23 SEDGWICK LLP

24 Attorneys for Defendant Shell

24 BY: PETER C. CONDRON

25 RICHARD E. WALLACE, JR.

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

D8JMMTB3

1 interrogatories, where it's supposed to give us your facts --

2 THE COURT: They put you on notice that Chevron was at
3 those sites.

4 MR. CORRELL: Yes, your Honor. But not the facts
5 supporting their claim.

6 THE COURT: I don't think they were supposed to lay
7 out all of the evidence of every defendant at every site.

8 MR. CORRELL: In the contention interrogatory, yes,
9 your Honor. What Axline didn't tell you is, they make this
10 general statement and they go down the contention
11 interrogatories, and let's just turn to the Getty site. They
12 list Texaco, now Chevron, owned this site, supplied it with
13 MTBE gasoline. Then they talk about Getty properties and the
14 facts related to Getty properties. They never mention any
15 facts related to Chevron USA, Inc. And if you look at each one
16 of these sites, they go into detail in their contention
17 interrogatory answers and listing the different entities
18 involved, and they never list Chevron USA. They never talk
19 about any Chevron supply arrangements. They list the Texaco
20 supply agreements, they list the Getty supply agreements, but
21 they never give one fact about Chevron USA. In their response
22 letter, when they mention the Philadelphia refinery, that was
23 the first time they have mentioned that. And we issued an
24 expert report --

25 THE COURT: That dates back for a long, long time

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(212) 805-0300

D8JMMTB3

1 THE COURT: There is some evidence that can support a
2 disputed issue of fact, I think you might be right on that.
3 But for summary judgment purposes he doesn't have to meet the
4 preponderance of the evidence test because then I would be
5 weighing the evidence. That can't be the test on summary
6 judgment. It has to be a record cite to something that will
7 show that they will offer evidence at trial from which a
8 reasonable juror could find. That's the way it reads. I
9 wouldn't have to meet the preponderance of the evidence test.
10 Then I would be weighing.

11 MS. DEAN: I understand, your Honor. But the bottom
12 line is, plaintiffs don't even have an expert opinion to
13 connect MTBE that was found in 2006, 19 years after my client
14 pulled the USTs.

15 THE COURT: He agrees with that.

16 MS. DEAN: And the MTBE was located in a new tank
17 field.

18 THE COURT: Which he says is right on top of the old
19 tank field. He says it's right on top of the old tank field.

20 MS. DEAN: In our motion, your Honor, we would present
21 evidence showing that that is not true.

22 THE COURT: Then it will be a disputed issue of fact
23 and I can't decide it. I'm trying to make a point as to when
24 these motions should be made and shouldn't be made. If that's
25 disputed and if he relies on proof that virtually all the

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(212) 805-0300

D8JMMTB3

1 gasoline at that time had MTBE and Getty, who, as you said,
2 sought the waiver, that means they had to use MTBE because they
3 didn't get the waiver. So they were using MTBE, like everybody
4 else. So the discharge had to have contained MTBE. That's his
5 point.

6 MS. DEAN: My question is, your Honor, that's not a
7 fact. That's not a fact in evidence.

8 THE COURT: An inference is based on a series of
9 facts. Fact, MTBE was used as an oxygenate in the '80s, right?
10 Fact, Getty supplied gasoline to this station at this time
11 during that period. Fact, UST had six holes and there was a
12 leak from that tank. If you put the three facts together, all
13 he's saying, it is a fair inference that the contamination in
14 the soil would have shown that it was only part MTBE.

15 MS. DEAN: May I raise one other issue that I
16 neglected to raise earlier.

17 Also, we had sought to seek summary judgment on this
18 site, based on the state's own finding that the owner and the
19 operator were the responsible parties for the contamination
20 that was found in 2006. And, in fact, during that process the
21 owner and operator presented evidence to the state to attempt
22 to prove that the contamination that was found in 2006 was a
23 result of Getty's tanks in 1987.

24 (Continued on next page)

25

EXHIBIT 7



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

.....X	
IN RE METHYL TERTIARY BUTYL ETHER	:
PRODUCTS LIABILITY LITIGATION	:
.....X	:
	:
This document pertains to:	:
	:
<i>New Jersey Department of Environmental</i>	:
<i>Protection, et al. v. Atlantic Richfield Co., et al.,</i>	:
<i>08 Civ. 00312</i>	:
.....X	:

Master File No. 1:00-1898
MDL 1358 (SAS)
M 21-88

**OBJECTIONS AND RESPONSES
OF TEXACO INC. TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES TO
DEFENDANTS**

Texaco Inc., by and through its attorneys, makes the following objections and responses to Plaintiffs' First Set of Interrogatories to Defendants pursuant to the Federal Rules of Civil Procedure and the Local Rules of the Southern District of New York.¹

PRELIMINARY STATEMENT

Texaco Inc. has not refined or marketed gasoline in the United States since December 1984, when its domestic operating assets were transferred to a subsidiary then known as Texaco Refining and Marketing Inc. (n/k/a TRMI-H LLC). TRMI-H LLC in turn exited the U.S. gasoline market in December 1988 when its operating assets were acquired by Star Enterprise.

In November 2005, Texaco Inc. entered into a settlement agreement with the New Jersey Department of Environmental Protection (the "Settlement"), whereby NJDEP released Texaco Inc. from any and all liability for groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State's groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent

¹ The Third Amended Complaint improperly identifies Texaco Inc. as a corporate predecessor to Chevron Corporation (f/k/a ChevronTexaco Corporation). Texaco Inc., however, is a separately incorporated entity that is wholly independent from Chevron Corporation.

of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, operated, leased or otherwise affiliated with Texaco Inc.

Texaco Inc. has already produced voluminous documents that contain information responsive to these Interrogatories in response to CMO #45 (CHEVMDL 1358_NJDEP-UTX 0000001 - CHEVMDL 1358_NJDEP-UTX 00000950). *See also* CHEVMDL 1358_CNY 0000001 - CHEVMDL 1358_CNY 0001121 previously produced in *City of New York*. Such documents include, but may not be limited to: (1) EIA data identifying Texaco gasoline that was marketed or distributed in NJ during the period 1986-1989; (2) Texaco gasoline sales data for the period 1981-1989; (3) TRMI-Star Fixed Assets List dated Dec. 1988 (identifying former Texaco service stations and terminals in NJ); (4) Natural Resource Damages Settlement Agreement between Texaco Inc. and NJDEP dated Nov. 2005 (identifying former Texaco service stations and terminals in NJ); and (5) Colonial Pipeline data. Pursuant to Federal Rule of Civil Procedure 33(d), Texaco Inc. refers Plaintiff to these documents for information responsive to these Interrogatories, as the burden of reviewing them is the same for Plaintiff as it is for Texaco Inc.

Much of the foregoing sales data do not distinguish between gasoline containing MTBE and gasoline without MTBE. By making this production, Texaco Inc. does not concede that any of the gasoline represented by this data contained MTBE.

Texaco Inc.'s investigations regarding this matter are continuing. Texaco Inc. reserves the right to supplement or modify these responses in the event additional documents or information becomes available.

counsel. *See also* Texaco Inc.'s response to Interrogatory No. 16 and the Texaco depositions identified therein.

INTERROGATORY NO. 19: Identify each party on whose behalf you are responding to these requests.

RESPONSE: Texaco Inc. (improperly characterized in the Third Amended Complaint as the corporate predecessor to Chevron Corporation, f/k/a ChevronTexaco Corporation).

Dated: April 9, 2010

Respectfully submitted,

William F. Hughes

Richard E. Wallace, Jr.
William F. Hughes
WALLACE KING DOMIKE
& REISKIN PLLC
2900 K Street, N.W., Harbourside
Washington, D.C. 20007
Telephone: (202) 204-1000

Robert E. Meadows
Charles C. Correll, Jr.
Russell D. Workman
KING & SPALDING LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002

Attorneys for Texaco Inc.

EXHIBIT 8

Nov 12 2010
4:20PM

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE METHYL TERTIARY BUTYL ETHER :
PRODUCTS LIABILITY LITIGATION :
:

Master File No. 1:00-1898
MDL 1358 (SAS)
M 21-88

-----X
This document pertains to:

: CHEVRON DEFENDANTS'
: OBJECTIONS AND RESPONSES
: TO PLAINTIFFS' REQUESTS
: FOR PRODUCTION
: OF DOCUMENTS TO
: DEFENDANTS

*New Jersey Department of Environmental
Protection, et al. v. Atlantic Richfield Co., et al.,*

08 Civ. 00312
-----X

Defendants Chevron U.S.A. Inc. ("Chevron") Chevron Corporation (f/k/a
ChevronTexaco Corporation), Texaco Inc. ("Texaco"), Unocal Corporation ("Unocal"), and
Kewatee Industries, Inc. ("Kewatee") (hereinafter collectively referred to as the "Chevron
Defendants"), submit the following objections and responses to Plaintiffs' Requests for
Production of Documents dated October 11, 2010.

PRELIMINARY STATEMENT

Defendants Chevron Corporation, Unocal, and Kewatee did not refine, market, or distribute gasoline to any of the 18 locations Plaintiffs designated as "Focus Sites" in the above-captioned litigation, or anywhere else in New Jersey. Consequently, Chevron Corporation, Unocal, nor Kewatee has information responsive to these Requests.

Chevron has not marketed any gasoline in the relevant geographic area for *New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.* (the "RGA") since 1986, when Chevron sold substantially all of its marketing facilities and assets in the

Northeast, including its legacy Chevron retail stations, and its legacy Gulf Oil Corporation ("Gulf") retail stations, to Cumberland Farms.

Texaco has not refined or marketed gasoline in the United States since December 1984, when its operating assets were acquired by a subsidiary then known as Texaco Refining and Marketing Inc., n/k/a TRMI-H LLC ("TRMI"). TRMI refined and marketed gasoline in the United States from 1985 until approximately December 1988, when its assets were acquired by Star Enterprise. Neither Texaco nor TRMI has refined, marketed or distributed gasoline in the State of New Jersey or other areas of the United States since December 1988.

In November 2005, Chevron and Texaco entered into a settlement with the New Jersey DEP (the "Settlement"), whereby the DEP received what it acknowledged was payment for 100% of groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State's groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, leased, affiliated with, and/or operated by Chevron (the "Chevron Sites").¹ even if such sites were later transferred to a third party. In exchange, the DEP released Chevron and Texaco from all liability for such damages relating to all discharges of any hazardous substances—including petroleum hydrocarbons, oil, oil products and fractions thereof—at all Chevron Sites in New Jersey.

As part of the Settlement, Chevron and Texaco have already provided Plaintiffs with the records it has concerning retail and terminal locations in New Jersey. These documents were also submitted to Plaintiffs on February 9, 2009 as part of the above-referenced litigation (*see*]

¹ The Settlement also released Chevron and Texaco from liability for such damages at sites owned, leased, affiliated with, and/or operated by the other parties to the Settlement.

Bates Nos. CHEVMDL1358_NJDEP-C0000000001 through CHEVMDL1358_NJDEP-C0000000507). Further, in response to CMO #45, CMO #75, and Plaintiffs' First set of Interrogatories, Chevron and Texaco have provided documents (*see* Bates Nos. CHEVMDL1358_NJDEP-C0000000519 through CHEVMDL1358_NJDEP-C0000013451, and CHEVMDL1358_NJDEP-UTX 0000000001 through 0000000950) and answers regarding their relationship with, and deliveries of gasoline to, retail locations in New Jersey, which would necessarily include the locations now selected as focus sites for this litigation (the "Focus Sites"), if Chevron and/or Texaco had any relationship with them. In other words, answers to the discovery Plaintiffs now seek has already been provided multiple times, and Chevron and Texaco object to the unnecessary and harassing duplication of discovery that Plaintiffs have already conducted.

According to records available to Chevron and Texaco, neither party owned or leased property at any of the Focus Sites. Nevertheless, at least six of the Focus Sites are among those included under the Settlement:

1. Cumberland Farms, Inc. Gulf Service Station #2902 at Route 73 and Vanderveer Street; Site ID 10625;
2. Baker's Waldwick Gulf Service Station #121359 at 49 Franklin Turnpike; Site ID 11126;
3. Getty Service Station # 57207 at 360 Route 9; Site ID 12912;
4. Getty Service Station #56206 at 3710 Route 1; Site ID 6187;
5. Lukoil Service Station # 57715 at 590 Shrewsbury Avenue; Site ID 15204; and
6. 5 Points BP Service Station at 109 Delsea Drive; Site ID 15442.

These Focus Sites were among those that were included in the Settlement because New Jersey DEP had possession of records allegedly implicating one or more of the settling parties with respect to those locations. Although neither Chevron, nor Texaco, nor Kewanee have admitted any connection or liability to these Focus Sites, they agreed in the Settlement to pay an

REQUEST FOR PRODUCTION NO. 33: Copies of product codes and product descriptions which identify gasoline products containing MTBE, TBA, ethanol, and/or other oxygenates delivered to and/or marketed at each SITE.

RESPONSE: The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 34: All delivery orders, delivery agreements, truck dispatch records, delivery tickets or other documentation relating to the ordering of product for delivery to the gasoline storage system at each SITE.

RESPONSE: The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to the delivery of gasoline containing MTBE. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 35: Any and all documents, including but not limited to gasoline supply agreements, which reflect or refer to the suppliers of gasoline which has been stored in underground storage tanks at each SITE.

RESPONSE: The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to gasoline containing MTBE. The Chevron Defendants further object to the extent

that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 36: Any and all motor fuel gasoline tax records for the sale of gasoline or gasoline with MTBE and/or TBA at each SITE.

RESPONSE: The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 37: Any and all certificates, licenses or permits relating to the storage tanks or dispensing equipment at each SITE.

RESPONSE: The Chevron Defendants object to this Request to the extent it seeks documents not in the "possession, custody or control" of the Chevron Defendants, or otherwise purports to require the Chevron Defendants to do any act not required of them under the Federal Rules of Civil Procedure. The Chevron Defendants object that this Request is overbroad in that it is not confined to the "storage tanks or dispensing equipment" of gasoline containing MTBE. The Chevron Defendants further object to the extent that this Request seeks information protected from disclosure by the attorney-client privilege, the joint defense privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable protection, privilege or exemption at law or pursuant to statute.

The Chevron Defendants incorporate their Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, the Chevron Defendants respond as follows:

None of the Chevron Defendants have documents responsive to this Request.

Respectfully submitted,

Russell D. Workman *By Permission DWS*

Robert E. Meadows
Charles C. Correll, Jr.
Russell D. Workman
KING & SPALDING LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002
Telephone: (713) 751-3200
Facsimile: (713) 751-3290

Attorneys for the Chevron Defendants

CERTIFICATE OF SERVICE

I hereby certify that on November 12th, 2010, a true, correct, and exact copy of the foregoing document was served on all counsel via LexisNexis File & Serve.

Russell D. Workman *By Permission DWS*

Russell D. Workman

EXHIBIT 9



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE METHYL TERTIARY BUTYL ETHER :
PRODUCTS LIABILITY LITIGATION :

Master File No. 1:00-1898
MDL 1358 (SAS)
M 21-88

-----X
This document pertains to:

*New Jersey Department of Environmental
Protection, et al. v. Atlantic Richfield Co., et al.,*

08 Civ. 00312
-----X

DEFENDANT CHEVRON U.S.A.
INC.'S OBJECTIONS AND
RESPONSES TO PLAINTIFFS'
SECOND SET
OF INTERROGATORIES
TO DEFENDANTS

Defendant Chevron U.S.A. Inc. ("Chevron"), submits the following objections and responses to Plaintiffs' Second Set of Interrogatories dated October 11, 2010.

PRELIMINARY STATEMENT

Chevron has not marketed any gasoline in the relevant geographic area for *New Jersey Department of Environmental Protection, et al. v. Atlantic Richfield Co., et al.* (the "RGA") since 1986, when Chevron sold substantially all of its marketing facilities and assets in the Northeast, including its legacy Chevron retail stations, and its legacy Gulf Oil Corporation ("Gulf") retail stations, to Cumberland Farms. In November 2005, Chevron entered into a settlement with the New Jersey DEP (the "Settlement"), whereby the DEP received what it acknowledged was payment for 100% of groundwater natural resource damages—specifically including the lost value of, injury to, or destruction of the State's groundwater resources and services flowing from those resources, and the restoration, rehabilitation, or acquisition of the equivalent of injured groundwater resources and the services flowing from those resources—at all known and unknown sites in New Jersey that may have been owned, leased, affiliated with,

and/or operated by Chevron (the "Chevron Sites"),¹ even if such sites were later transferred to a third party. In exchange, the DEP released Chevron from all liability for such damages relating to all discharges of any hazardous substances—including petroleum hydrocarbons, oil, oil products and fractions thereof—at all Chevron Sites in New Jersey.

The only Chevron refinery that directly served the New Jersey market was its former facility in Philadelphia, Pennsylvania (the "Philadelphia Refinery"), and prior to the 1986 divestiture, Chevron did not blend any MTBE there. Chevron has no records indicating that any of the gasoline Chevron marketed in New Jersey prior to the 1986 divestiture contained MTBE. After that time, Chevron had no intent to market or distribute gasoline containing MTBE in New Jersey or anywhere else in the Northeast, other than the few specific shipments noted below.

Chevron did not blend MTBE into gasoline at the Philadelphia Refinery until late 1992, when Chevron was required to begin using MTBE as an oxygenate under the federal Wintertime Program. By that time, Chevron had already divested its marketing assets in the Northeast, and thus was itself no longer marketing any gasoline in New Jersey. Between 1992 and 1994, Chevron's records reflect the following sales of gasoline containing MTBE into New Jersey:

1992	1,953,275 bbls
1993	5,955,947 bbls
1994	2,546,976 bbls

Chevron sold the Philadelphia Refinery in August 1994. Since then, Chevron has not manufactured gasoline containing MTBE in the Northeast, and has no information that it has sold any gasoline containing MTBE in New Jersey.

¹ The Settlement also released Chevron from liability for such damages at sites owned, leased, affiliated with, and/or operated by the other parties to the Settlement: Kewanee Industries, Inc. ("Kewanee"), Texaco Downstream Properties, Inc., and Texaco Inc ("Texaco").

Chevron also blended MTBE at its Pascagoula, Mississippi refinery on various occasions between approximately 1986 and 2001, and at its Port Arthur, Texas refinery on various occasions between approximately 1981 and February 1995, when that refinery was sold. To the best of Chevron's knowledge, however, neither the Pascagoula nor Port Arthur refineries directly served New Jersey. Chevron has no knowledge or record of any transaction whereby gasoline containing MTBE blended at the Pascagoula or Port Arthur refineries was sold or distributed in New Jersey. By February 1995, however, Chevron no longer owned the Port Arthur Refinery, and with the exception of six test batches totaling 362,623 barrels produced between November 3, 1994 and December 1, 1994—none of which Chevron has any record were transported to New Jersey—Chevron never produced reformulated gasoline ("RFG") at the Pascagoula Refinery. Because all 21 New Jersey counties were either mandatory or opt-in RFG-only areas, from early 1995 forward Chevron-produced gasoline containing MTBE could not have been sold or distributed in New Jersey.

As part of the Settlement, Chevron has already provided Plaintiffs with the records it has concerning retail and terminal locations in New Jersey. These documents were also submitted to Plaintiffs on February 9, 2009 as part of the above-referenced litigation (*see* Bates Nos. CHEVMDL1358_NJDEP-C0000000001 through CHEVMDL1358_NJDEP-C0000000507). Further, in response to CMO #45, CMO #75, and Plaintiffs' First set of Interrogatories, Chevron has provided documents (*see* Bates Nos. CHEVMDL1358_NJDEP-C0000000519 through CHEVMDL1358_NJDEP-C0000013451) and answers regarding its relationship with, and deliveries of gasoline to, retail locations in New Jersey, which would necessarily include the locations now selected as focus sites for this litigation (the "Focus Sites"). In other words, answers to the discovery Plaintiffs now seek has already been provided multiple times, and

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous.

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of owning underground storage tanks at any of the Focus Sites during the relevant time period.

INTERROGATORY NO. 4: Identify each SITE where you ever entered into an agreement to supply gasoline to that SITE during the time period January 1, 1979, to the present.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this request is duplicative in that it seeks information already supplied by Chevron or otherwise in Plaintiffs' possession. Chevron further objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of entering into any agreement to supply gasoline at any of the Focus Sites during the relevant time period.

INTERROGATORY NO. 5: Identify each SITE that ever sold your brand of gasoline during the time period January 1, 1979, to the present, and the inclusive dates of such sales.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any

act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron has no record of Chevron-branded gasoline being sold at any of the Focus Sites during the relevant time period.

INTERROGATORY NO. 6: For each SITE, state whether your brand of gasoline was sold at the SITE with your knowledge and permission.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron objects to this Interrogatory to the extent it seeks information that is neither relevant to the subject matter of the above-referenced action nor reasonably calculated to lead to the discovery of admissible evidence. Chevron objects that this Interrogatory is overbroad in that it is not confined to gasoline containing MTBE. Chevron objects that this interrogatory is duplicative of Interrogatory Nos. 1 and 3 of Plaintiffs' First Set of Interrogatories to Defendants and is duplicative of information already provided pursuant to CMO 45 (category 2).

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its response to Interrogatory No. 5.

INTERROGATORY NO. 7: Identify the person(s) you employed who are the most knowledgeable concerning the SITE during the time period January 1, 1979, to the present.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects to the extent that this interrogatory seeks information protected from disclosure

INTERROGATORY NO. 10: If your branded gasoline containing MTBE or TBA was delivered to any SITE, at any time between January 1, 1979, to the present, describe fully and completely the movement of gasoline from the refinery to each SITE, including but not limited to a full and complete description of each transportation step.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects that this Interrogatory is vague and/or overbroad in that it does not identify whose deliveries are in question, and Chevron will respond to this Interrogatory as though it refers to deliveries by Chevron.

Chevron incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its responses to Interrogatory Nos. 5 and 6.

INTERROGATORY NO. 11: If your gasoline containing MTBE or TBA was delivered to any SITE at any time during the time period January 1, 1979, to the present, identify each type of document created for each step in the transportation and delivery of your gasoline to the SITE.

RESPONSE:

Chevron objects to this Interrogatory to the extent it seeks information or DOCUMENTS not in Chevron's "possession, custody or control" or otherwise purports to require Chevron to do any act not required of it under the Federal Rules of Civil Procedure. Chevron objects to the definition of the terms "YOU" and "YOUR" as overbroad, vague and ambiguous. Chevron further objects that this Interrogatory is vague and/or overbroad in that it does not identify whose deliveries are in question, and Chevron will respond to this Interrogatory as though it refers to deliveries by Chevron.

Chevron incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron refers to its responses to Interrogatory Nos. 5 and 6.

INTERROGATORY NO. 12: For each SITE that sold your gasoline:

- a. Identify the date(s) MTBE and/or TBA gasoline was released;
- b. Please provide your best estimate of the amount(s) of MTBE and/or TBA gasoline released;

further objects that this Interrogatory assumes facts that are not in evidence, namely that Chevron installed any storage tanks, containment systems, spill buckets, and/or leak detection equipment at any of the Focus Sites.

Chevron also incorporates its Preliminary Statement and General Objections, above, by reference. Subject to and without waiving the foregoing objections, Chevron responds as follows:

Chevron refers to its responses to Interrogatory Nos. 1 through 3. Because Chevron did not own or lease any of the Focus Sites, nor own any USTs at any of the Focus Sites, nor have any sales relationship with any of the Focus Sites, Chevron would not have been in any position to install any storage tanks, containment systems, spill buckets, or leak detection equipment, nor would Chevron have had any responsibility for doing so.

Respectfully submitted,



Robert E. Meadows
Charles C. Correll, Jr.
Russell D. Workman
KING & SPALDING LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002
Telephone: (713) 751-3200
Facsimile: (713) 751-3290

Attorneys for Chevron U.S.A. Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 11, 2010, a true, correct, and exact copy of the foregoing document was served on all counsel via LexisNexis File & Serve.



Russell D. Workman

VERIFICATION

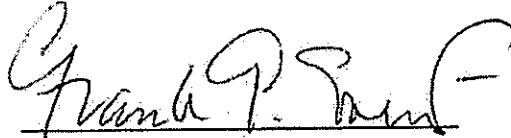
I, Frank G. Soler, declare and state:

That I am Assistant Secretary of Chevron U.S.A. Inc. ("Chevron"), and I am authorized to make this verification for and on the behalf of Chevron, and I make this verification for that reason.

I have read the foregoing Responses of Chevron to Plaintiffs' Second of Interrogatories to Defendants in *New Jersey Department of Environmental Protection, et al., v. Atlantic Richfield Co., et al., 08 Civ. 00312*. I am informed and believe that the matters stated therein are true and on that ground allege that the matters stated therein are true. I do not believe that any one person employed by Chevron knows all of the matters stated therein, and therefore these responses were prepared with the assistance and advice of representatives of, and counsel for, said Chevron upon whose assistance and advice I have relied. These responses are limited by the records and information still in existence, presently recollected and thus far discovered in the course of preparation of these responses. Chevron reserves the right to change or supplement said responses, or to apply for relief to permit insertion of unintentionally omitted matter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Ramon, California, this 9th day of November, 2010.

A handwritten signature in black ink, appearing to read "Frank G. Soler", written over a horizontal line.

Frank G. Soler, Assistant Secretary

EXHIBIT 10

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88

This Document Relates to:

New Jersey Department of Environmental Protection

v.

Atlantic Richfield Co., et al.,

No. 04 Civ. 04973 (SAS)

Expert Generic Report of Marcel Moreau

Marcel Moreau Associates

Portland, Maine


Marcel Moreau

September 13, 2012

SECTION I

Leaks from suction pumping systems are often self-limiting. If the piping is not tight, the problem is generally noticed because air is drawn into the piping, and the pump functions erratically. The advent of the submersible pump, however, changed this picture dramatically. With the pump inside the tank instead of inside the dispenser, and the piping operating under positive rather than negative pressure, even large leaks in the piping do not affect the operation of the dispensing system. To this day, leaks in pressurized pumping systems account for the great majority of substantial subsurface product releases.

Whether the fuel is moved via suction or pressure, dispensers contain numerous fuel handling components such as meters, filters, strainers, solenoid valves, and unions that include mating surfaces sealed by various gaskets and seals and held together with bolts and screws. These components are frequent sources of leaks, and contamination beneath dispensers is commonplace. As Glen Marshall, Shell's storage system engineer noted at a symposium in 1996, "We found that each tank fill connection, submerged turbine, and under every single island pump or dispenser was a leak source that required containment."²⁰

**Maintenance**

In addition to leaks from piping-system components, maintenance activities such as replacing fuel filters or repairing pumps can release product into the environment, especially in the absence of secondary containment. Though the volumes spilled are generally small, ranging from quarts to a few gallons, these volumes can be sufficient to produce soil and groundwater contamination if MtBE is present in the gasoline (see Section IV). Because even small releases of gasoline containing MtBE can have big consequences, maintenance personnel must be aware of the different handling characteristics of gasoline containing MtBE and be much more fastidious when servicing equipment in order to prevent releases and protect the environment.

²⁰ "Spill and Leak Prevention Practices at Retail Sites," presentation by Glen Marshall of Shell at "An Environmental Symposium on MtBE," August 31, 1996.

SECTION III

portions of storage systems, vacuum-assisted Stage II vapor recovery systems that pressurized tanks (leading to increased vapor leaks from leaky vapor piping and tank top fittings), and poor maintenance practices (especially when combined with single-wall storage systems).¹⁴⁶

May 1998 – Shell Employee States the “Bubba Factor” is the Achilles Heel of Storage Systems

In 1998, Curtis Stanley was notified by API of a study being initiated by the Santa Clara Valley Water Authority.¹⁴⁷ One aspect of the Santa Clara study was to investigate the occurrence of MtBE at facilities that met the 1998 upgrade requirements. In an e-mail to Glen Marshall, Stanley indicated that he had urged API to “...evaluate existing [storage tank] systems and new system design, installation and operations. I already have a good idea of what Santa Clara is going to find and if the industry isn’t ready with an adequate response/solution, we are all going to look bad.”¹⁴⁸ In response to Stanley’s e-mail, Glen Marshall stated that the “‘Achilles Heel’ of [storage tank] systems has always been the ‘Bubba factor’ ...the best intentions of hardware manufacturers and designers being ultimately defeated by poor installation and maintenance practices.”¹⁴⁹

December 22, 1998 – The Federal Tank-Upgrading Deadline

EPA regulations that went into effect on December 22, 1988, established a ten-year timeline for upgrading the nation’s UST systems with corrosion protection, spill containment, and overfill prevention. The deadline for adding these three components to UST systems already in service in 1988 was December 22, 1998.¹⁵⁰

As predicted in the *TulsaLetter* in 1994,¹⁵¹ a great many tank owners opted to wait until the last minute to upgrade their storage systems. California authorities estimated that only 52 percent of approximately 60,000 active UST facilities in California had been

¹⁴⁶ Ibid.

¹⁴⁷ Untitled e-mail chain involving Judy Shaw (API), C. Stanley and G. Marshall, May 29, 1998.

¹⁴⁸ Ibid.

¹⁴⁹ Ibid.

¹⁵⁰ 40 CFR 280.21

¹⁵¹ “Let’s take a brief look at the prospects...” *TulsaLetter*, August 31, 1994, p. 1.

SECTION V

spills and releases on a monthly basis.⁵⁰⁰ By the end of August 1994, the data showed that only 5.1 gallons of gasoline had been spilled per million gallons of gasoline dispensed.⁵⁰¹ A review of the data, however, indicates that the smallest spill recorded was 25 gallons. API studies documented that miniscule customer spills on the order of drops of gasoline would total over 50 gallons spilled for every million gallons dispensed.⁵⁰² Anyone familiar with gas station operations would also be aware that small gasoline spills—of cups to quarts—are relatively frequent events. It is evident that the intent of this program was to track significant spills and the program did not consider the much more frequent, though much smaller spills, that are common occurrences at typical gas stations.

Personnel within Amoco who were more familiar with actual gas station practices were able to assess the situation more accurately:

Why is it that we find most of our [contamination] problems only after we go looking for them (monitor wells, etc.)? It is because those that are closest to the site may not be reporting spills, releases,...etc. Why do we have contamination around the fill ports? From what I hear the drivers didn't do it...they never spill a drop. Well, if not them, then who? I think with everyone afraid of having the finger pointed at them, we will be hard pressed to find many examples of negligence on the part of the dealer, engineer, or contractor. What we have are results. And the results show that most of our sites have contamination that was found only after we installed monitor wells as part of a divestiture.⁵⁰³

Another Amoco document cited an internal study that estimated 70 percent of new service stations less than 5 years old had groundwater contamination.⁵⁰⁴ Clearly the traditional admonition not to spill “any” fuel was not having the desired effect.

⁵⁰⁰ “Monthly Spill and Release Status,” internal BP memo to Site Managers and ProCare Managers, September 6, 1994.

⁵⁰¹ Ibid.

⁵⁰² *A Survey and Analysis of Liquid Gasoline Released to the Environment During Vehicle Refueling at Service Stations*, API Publication No. 4498, June 1989. Assuming conventional, non-Stage II nozzles.

⁵⁰³ Internal Amoco e-mail to Bill Hall from J. T. Schaeffer, August 23, 1996, in response to a request for examples of negligent behavior leading to remediation expense.

⁵⁰⁴ “MTBE cost draft letter for your review and comment,” internal Amoco facsimile correspondence to Ron Stahl from Minoo Javanmardian, July 30, 1993, p. 4.

EXHIBIT 11



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: METHYL TERTIARY BUTYL
ETHER ("MTBE") PRODUCTS
LIABILITY LITIGATION

Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88

This document relates to:

*New Jersey Department of Environmental
Protection, et al.*

v.

*Atlantic Richfield Co., et al.,
Case No. 08-CIV-00312 : (SAS)*

**PLAINTIFFS' AMENDED NOTICE
OF DEPOSITION OF MICHAEL
COSTELLO WITH PRODUCTION
OF DOCUMENTS AND
VIDEOTAPING**

TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:

PLEASE TAKE NOTICE that plaintiffs will take the oral deposition of Michael Costello on July 20, 2011, beginning at 9:30 a.m. at the New Jersey Gasoline-C-Store Automotive Association, 66 Morris Ave., Springfield, NJ 07081. Deponent is believed to be associated with Skyline Service Center, 236 Skyline Drive, Ringwood Borough, New Jersey 07456. The deposition will continue from day to day, weekends and holidays excepted, until completed.

The deposition will be recorded stenographically and on videotape. This deposition may be used as evidence at trial.

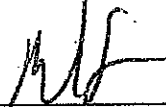
The deponent is not a party to this action. So far as known to the deposing party, the deponent's address and telephone number are as follows: Michael Costello- 236 Skyline Drive, Ringwood Borough, New Jersey 07456, (973) 962-4667. Said deponent is being served with a



deposition subpoena. Copies of the deposition subpoena are attached hereto and served herewith.

Date: June 23, 2011

By



Michael Steeves
Miller, Axline & Sawyer
1050 Fulton Avenue, Suite 100
Sacramento, CA 95825
Telephone (916) 488-6688
Attorneys for Plaintiff

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of New Jersey

New Jersey Dept. of Environmental Protection, et al.

Plaintiff

v.

Atlantic Richfield Co., et al.

Defendant

Civil Action No. 08 Civ. 00312 (SAS); MDL 1358

(If the action is pending in another district, state where:
Southern District of New York)

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Michael Costello
236 Skyline Drive, Ringwood Borough, New Jersey 07456

☒ **Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

See Attachment

Place: New Jersey Gasoline-C-Store Automotive Association
66 Morris Ave.
Springfield, NJ 07081

Date and Time:

07/20/2011 9:30 am

The deposition will be recorded by this method: stenographically and by videotape

☒ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

See Attachment

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 06/23/2011

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) New Jersey Department of Environmental Protection, who issues or requests this subpoena, are:

Michael Steeves, MILLER, AXLINE & SAWYER, 1050 Fulton Avenue, Suite 100, Sacramento, CA 95825
(916-488-6688); msteeves@toxictorts.org

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)**(c) Protecting a Person Subject to a Subpoena.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) *Contempt.* The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

ATTACHMENT

DEFINITIONS

1. "DOCUMENT" or "DOCUMENTS" are defined to include any and all manner of electronic, written, typed, printed, reproduced, filmed or recorded material, and all photographs, pictures, plans, drawings, or other representations of any kind of anything pertaining, describing, or concerning, directly or indirectly, in whole or in part, the subject matter of each designated issue and request, and document(s) includes, without limitation,

- a. papers, books, journals, handbooks, manuals, ledgers, statements, memoranda, reports, invoices, worksheets, spreadsheets, work papers, notes, transcription of notes, letters, correspondence, abstracts, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, lists, logs, publications, advertisements, instructions, minutes, orders, messages, résumés, summaries, agreements, contracts, telegrams, telexes, cables, recordings, electronic mail, audio tapes, transcriptions of tapes or recordings, or any other writings or tangible things in which any forms of communication are recorded or reproduced, as well as all notations on the foregoing; and
- b. original and all other copies not absolutely identical; and
- c. all drafts and notes (whether typed or handwritten or otherwise) made or prepared in connection with each such document, whether used or not.

2. "JOBBER" means any company who delivered gasoline to your STATION.

3. "RELEVANT TIME PERIOD" means the period from January 1, 1979 to January

1, 2009.

4. "STATION" means Skyline Service Center, 236 Skyline Drive, Ringwood Borough, New Jersey 07456.

Request for Production of Documents

1. All invoices for any shipments, deliveries, or receipts of gasoline to the STATION during the RELEVANT TIME PERIOD.

2. All Bills of Lading for any shipments, deliveries, or receipts of gasoline to the STATION during the RELEVANT TIME PERIOD.

3. All Highway Transportation Receipts which mention, concern, or refer to any delivery of gasoline to the STATION during the RELEVANT TIME PERIOD.

4. All Freight Bills or Shipping Orders which mention, concern, or refer to any delivery of gasoline to the STATION during the RELEVANT TIME PERIOD.

5. All DOCUMENTS which mention, concern, or refer to the supplier of gasoline which was delivered to the STATION during the RELEVANT TIME PERIOD.

6. All DOCUMENTS which mention, concern, or refer to any agreement to supply gasoline to the STATION during the RELEVANT TIME PERIOD.

7. All DOCUMENTS which mention, concern, or refer to the refiner of gasoline which was delivered to the STATION during the RELEVANT TIME PERIOD.

8. All DOCUMENTS which mention, concern, or refer to access to terminals from which gasoline was lifted to supply the STATION at any time during the RELEVANT TIME PERIOD.

9. All license agreements for the property and/or buildings located at the STATION during the RELEVANT TIME PERIOD.

10. All lease agreements for the property and/or buildings located at the STATION during the RELEVANT TIME PERIOD.

11. All DOCUMENTS which mention, concern, or refer to prior owners of the STATION or prior owners of the real property on which the STATION is located.

12. All gasoline sales tax receipts for gasoline sold from, delivered to, shipped to, or received at the STATION during the RELEVANT TIME PERIOD.

13. All correspondence or other DOCUMENTS from any petroleum refiner, manufacturer, supplier, distributor, or marketer during the RELEVANT TIME PERIOD.

14. All DOCUMENTS, including, without limitation, correspondence from or agreements with any JOBBER regarding the STATION during the RELEVANT TIME PERIOD.

15. All DOCUMENTS which mention, concern, or refer to any and all records from any leak detector, leak sensor, vapor sensor, or electronic alarm system, including but not limited to printouts, logs, electronic records, or reports indicating the alarm or sensor was activated or actuated at the STATION during the RELEVANT TIME PERIOD.

16. All DOCUMENTS which mention, concern, or refer to any and all gasoline inventory reconciliation, analysis, or automatic tank gauging performed by any employees, personnel, or contractors for the STATION during the RELEVANT TIME PERIOD.

17. All DOCUMENTS, including, without limitation, any reports or notices sent to or received from any regulatory agency disclosing that gasoline has been released at the STATION during the RELEVANT TIME PERIOD.

18. All DOCUMENTS which mention, concern, or refer to specifications for underground tanks, product piping, pumps, valves, unions, meters, flex joints, swing joints, drop fills, overfill prevention devices, overspill containment, or any secondary containment equipment

used or installed at the STATION during the RELEVANT TIME PERIOD.

19. All DOCUMENTS which mention, concern, or refer to the purchase, acquisition, delivery, and installation of underground tanks, product piping, pumps, valves, unions, meters, flex joints, swing joints, drop fills, overfill prevention devices, overspill containment, or any secondary containment equipment used or installed at the STATION during the RELEVANT TIME PERIOD.

20. All DOCUMENTS which mention, concern, or refer to installation certifications for any equipment installed at the STATION during the RELEVANT TIME PERIOD including, without limitation, underground storage tanks, product piping, pumps, valves, unions, drop fills, overfill prevention devices, or overspill containment equipment.

21. All DOCUMENTS which mention, concern, or refer to post-installation inspection reports or integrity test results for any and all equipment for storing, transporting, transferring, or dispensing gasoline or other motor fuels at the STATION during the RELEVANT TIME PERIOD .

22. All DOCUMENTS which mention, concern, or refer to "as built" drawings for the STATION during the RELEVANT TIME PERIOD, including, without limitation, drawings of the location, design, or installation of any equipment or appurtenances at the STATION such as bay drains, dry wells, oil-water separators, "jensen boxes," underground sand filtration galleries, sand filters, cesspools, septic tanks, perimeter drains, canopy drains, tanks, product lines, pumps, dispensers, or any onsite storm water control facility.

23. All DOCUMENTS which mention, concern, or refer to evaluations, training, or reprimands for employees operating the STATION during the RELEVANT TIME PERIOD.

24. All DOCUMENTS which mention, concern, or refer to notices, warnings, product

information, bulletins, newspapers, magazines, newsletters or any other publications distributed to employees at the STATION during the RELEVANT TIME PERIOD that related to leaks, spills, or other releases of motor fuel or gasoline.

25. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION during the RELEVANT TIME PERIOD regarding the procedure(s) for notification of any person or entity, including government agencies, in connection with leaks, spills, or other releases of motor fuel or gasoline at the STATION.

26. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION relating to actions to be taken to contain, absorb, clean up, or remediate leaks, spills, or other releases of motor fuel or gasoline at the STATION during the RELEVANT TIME PERIOD.

27. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION relating to the procedure(s) for inventory measurement, inventory record keeping, or inventory reconciliation to detect potential leaks, spills, or releases from the underground storage tank system at the STATION during the RELEVANT TIME PERIOD.

28. All DOCUMENTS which mention, concern, or refer to standards, guidelines, procedures, protocols, or recommended practices issued to any employee at the STATION during the RELEVANT TIME PERIOD concerning notification to any person or entity, including government agencies, of gasoline inventory discrepancies, inventory variations, or any other indication of a potential leak, spill, or release from the gasoline storage and dispensing system at the STATION.

EXHIBIT 12

1997

	1	2	3	4	5	6
				Purchases		
		1997				
Jan	<9308>	79211				
Feb	<8868>	72511	58722			
Mar	<14019>	84014	246737			
Apr	<18577>	87961	334698			
May	<36499>	79198	413296			
June	<27579>	97244	510940			
July	<45101>	79202	590142			
Aug	<36297>	88019	678161			
Sept	<45420>	79202	757363			
OCTOBER 1-	1997	Transfer	6,61750			
Oct			137502			
Nov			119300			
Dec			127699			
Jan			1142264			
Feb						
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National 35-608

Prepared By	Initials	Date
Approved By		

Mexico Purchases - Standard Price - MONTH

Contract		10/90 to 10/97	1	2	3	4	5	6
			1991		1992		1993	
1	Jan		6	511000		7	616000	
2	Feb		8	68000	119000	5	44000	105600 ✓
3	Mar		9	76500	193500	8<15300>	70600	176200 ✓
4	Apr		8	68000	163500	8<15400>	70400	246600 ✓
5	May		9	76500	340000	7<21400>	61800	3108400 ✓
6	Jun		9	76500	416500	7<46500>	61600	370000 ✓
7	July		8	68000	484500	8<44100>	70400	440400 ✓
8	Aug		9	76500	561000	8<50100>	70500	510900 ✓
9	Sept		6	51000	612000	7<38200>	61600	572500 ✓
10	Oct		6	52800	668800	7<38700>	61600	634100 ✓
11	Nov		8	70400	735200	7<39500>	61600	695700 ✓
12	Dec		8 + Jan	73400	808600	8	70700	766400 ✓
13								
14								
15								
16	Jan		7	63700		1	78900	
17	Feb	25400	8	69300	131000	2	79300	158200 ✓
18	Mar	16300	7	61500	192500	3	62500	255000 ✓
19	Apr	16300	8	70400	262900	4	88100	343100 ✓
20	May	33700	9	79200	342100	5	96700	439800 ✓
21	Jun	60,000	10	87900	430000	6	105600	545400 ✓
22	July	76,600	10	87000	517000	7	88200	633600 ✓
23	Aug	98,700	8	70600	587600	8	96300	730300 ✓
24	Sept	103,100	10	88000	675600	9	86900	817200 ✓
25	Oct	120,700	9	78200	754800	10	96800	914000 ✓
26	Nov	147,100	10	88000	842800	11	85700	999700 ✓
27	Dec	164,200	10	87800	930600	12	100800	1,100,500 ✓
28								
29	609 + 4 + 44000 (4 Lumps)							
30	Jan		9	88000			88514	
31	Feb		17800	88000	176000	<3410>	79071	167550
32	Mar		9000	88000	264000	<2640>	93166	260756
33	Apr		17160	97000	360260	<6685>	92819	253575
34	May		21780	101320	461580	<11125>	96820	450395
35	Jun		21390	105210	566790	<28371>	88024	538419
36	July		21590	88400	655190	<19947>	96824	635243
37	Aug		30490	105600	760790	<46332>	79215	714450
38	Sept	3.7%	31590	88000	848790	<46007>	88325	802750
39	Oct		32570	97600	946570	<55670>	88117	896900
40	Nov	+ 3.5%	34870	88000	1034670	<5542>	88128	979025
	Dec	+ 3.4%	26670	88000	1120150	<60386>	87756	1066784

SKYLINE001919

National 25-576

Daily Sales

1997

Prepared By

Approved By

		Jan	Feb	Mar	Apr	May	Jun
		(2704)	(2844)	(2882)	(3047)	(3180)	(3070)
1		1427	4241		2103	2697	2257
2		2148		4143	3818		12309
3			2386	2626	2711	6251	2870
4		7624	2497	2323		10713	3928
5		(2346)	3865	3627	87116	2656	2658
6		1130	2443	2037	(2841)	2244	
7		2471			2838	3585	8839
8		(154)	8573	8934	1555	2354	(2858)
9		4217	(260)	(2622)	3697		2627
10		2553	2445	2367	28913	86711	2906
11						(2709)	
12		7513	2070	2127		30458	4113
13		(2850)	3431	3546	8724	2727	2857
14		30524	3080	3171	(2926)	2756	
15		2581			38038	3430	9431
16		2731		7897	2638		(4891)
17		3932	7422			2769	44848
18		2124	(2651)	(2649)	3998		2783
19			2413	2925		8356	2795
20			2027		2352	(2806)	3637
21		8420	2462	2451		50496	2862
22		(2638)	3465	3393	8244		
23		50312	2412	2291	(2886)	5074	
24		2654			5291221		
25		2556			2536	3858	9594
26		3933	7810	8377	2659	2708	(3013)
27		2540	(3635)	(2002)	3535		6194
28			48399	2137			2834
29			2424	2676	2573		2456
30				2499		9332	3945
31		7610	2371			(2647)	2772
32		(2675)	3291	3726	8637	11668	
33		6648	2427	2822	(1688)	2842	
34		3186			19886	(1688)	
35		1931	4204			3066	3793
36						17996	
37		3638		8304	4785	2569	(3071)
38		2519			3448		87300
39							2480
40		3891		2585		6729	
41							
42							
43							
44							
45							
46							
47		(2736)	(2679)	(2734)	(2871)	(2816)	(3089)
48	Month	1997	84810	75066	84750	86121	87296
49	YTD			159816	244566	330687	417981
50	Month	1996	83837	82476	89357	92371	98562
51	YTD			166213	255670	348941	446631
52							538713

SKYLINE001920

National

35-C06

Payroll Sheet

Prepared By

Approved By

1997

		July	Aug	Sept	Oct	Nov	Dec
		(2743)	(2670)	(2770)	(2872)	(3016)	(2831)
1		22971	2754	13397	32417		3924
2		37881	81142	2324	3535	6764	4318
3		3150		3107		4472	4873
4			2656	2143	1851	4156	4244
5		6394	221781		(3727)	5071	
6		(265)	3549	7781	3829	4539	(2253)
7		5249	2474	(236)	3785		(423)
8		2785		16734	4730	11082	29612
9		3356	9416	2008	4431	(2014)	3240
10		3076	(2552)	3165		35184	4288
11			2490	2410	13503	3849	3906
12		8483	4405		(4041)	4965	
13		(275)	3412	7493	4371	4739	(1146)
14		2893	2485	(2473)	4183		(4110)
15		2434		2519	4292	110406	273377
16		3858	7343	2114	4997	(4089)	4107
17		2403	(2733)	2983	10140	3861	4460
18			46450	2087	(1327)	3574	3782
19		9123	2562		3990	5190	
20		(2843)	3116	7364	81324	4021	(11133)
21		36824	2264	(2442)	4709		(4075)
22		4176		21284	4697	13103	4733
23		3733	8114	2083	5320	(2402)	3171
24		2370	(2711)	3007	(4362)	4716	
25			64101	10112	12494	4697	4853
26		8621	2393		13350	6539	
27		(2825)	3523	7342	5025	(4068)	10048
28		16567	2487	(2420)	4933		108346
29		2745		67973	2242	11596	12833
30		2640		2242	2051		3285
31		3412	7848	2108	4518		4693
32		2816			5010		
33							
34						29 Day Month	
35		(2845)	(3704)	(2409)	(4449)	(4207)	(13877)
36						10158	
37						Thru 551014	
38	Month	1997	88180	83811	72263	137917	120177
39	YTD		596441	680252	752515	890432	1012434
40	Month	1998	85038	88958	83090	88117	
	YTD		622504	711762	849979	938096	

SKYLINE001921

Monthly Gas Reconciliation 1997

Approved by	Initials	Date
Prepared by		

	1	2	3	4	5	6
	Jan	Feb	Mar	Apr	May	Jun
1 Beginning Inventory	112,703	71,160	115,611	147,966	16,479	78,341
2 Additions	79,211	79,541	88,014	88,141	79,198	97,044
3 AVAILABLE	91,914	86,671	99,575	102,937	95,417	104,873
4 Ending Stock Inventory	71,160	115,611	147,966	16,479	78,341	140,501
5 Stock Sales	84,754	75,110	84,779	86,668	87,643	90,818
6 Meter Sales	84,850	75,006	84,750	86,121	87,644	90,820
7 Variations (Pos/Neg)	56	<104>	<297>	<537>	<349>	<548>
8						
9						
10	JUL	AUG	SEP	OCT	NOV	DEC
11 Beg. Inventory	140,501	44,301	83,377	72,611	61,657	43,799
12 Additions	79,202	86,901	69,641	Months	258,357	129,218
13 AVAILABLE	93,252	91,337	78,018		264,522	133,597
14 Ending Stock	44,301	83,377	61,657		43,799	12,225
15 Stock Sales	88,822	82,954	71,853		260,143	121,372
16 Meter Sales	88,880	83,811	72,263		259,917	120,117
17 Variations	<642>	857	410		<226>	<1,195>
18						
19						
20 Monthly Variations	Monthly	Cumulative				
21 Jan	56					
22 Feb	<104>	<48>				
23 Mar	<297>	<77>				
24 Apr	<537>	<614>				
25 May	<249>	<963>				
26 Jun	<548>	<1,511>				
27 Jul	<642>	<2,153>				
28 Aug	857	<1,296>				
29 Sep	410	<886>				
30 Oct	<226>	<1,112>				
31 Nov						
32 Dec	<1,195>	<2,307>				
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National 35-908

1998

Gallon Totals Daily

1998

Prepared By
Approved By

Date

		Jan	Feb	Mar	Apr	May	June
1		1353	2460	2030	2945		2580
2			3130	2687	3060	5330	2990
3		10978	3134	2624		2770	3663
4		2683	3404	3422	19280	2495	2677
5		3307	2670	2716	3037	2895	
6		3440	3043	7082	2758	3254	8742
7		4371	9547	2444	2634	2721	2653
8		3285	2434	2841	3239		2657
9			3151	3118	2909	8356	2690
10		10044	3152	2753		2603	3303
11		13344	3543	4048	8305	2656	2814
12		16778		2846	2515	3136	
13		4075	2946	2853	33036	3750	8488
14		2664		2856	2624		2902
15		4834	9067	8156	2261	2957	2664
16		2951	3050	4246	3696		2736
17			4645	2558	2662	9400	2657
18		7814	3084	2886		2582	3618
19		3237	2749	3529	8346	4754	3271
20		24166	3237	3529	2876	3139	
21		3158	2918	2858	2876	3249	9288
22		3202			2973	3239	3802
23		4415	8871	8467	2447	2981	2902
24		19306	8871	2548	3509		46194
25			2919	2797	2569		2690
26			2620	2500		9858	2895
27			3245	3283	8353	2953	3911
28		2946	2561	2483	7547	7311	2993
29		3437			3057	2771	1856
30		3611	7080	8962	2815	3522	5974
31		3267		8263	3653	3517	8373
32		9445		3304	2747	9029	2726
33		2273		2720			2192
34		3317	3063	2860	2932	2935	
35	Month	1998	102812	85423	88649	87969	88791
36	YTD		128295	276944	364913	455897	544688
37	Month	1997	84910	78006	82750	86151	87294
38	YTD		119816	244566	330687	477981	508261

SKYLINE001923

National 35-806

Prepared By	
Approved By	

1998

		July	Aug	Sept	Oct	Nov	Dec	
1		39140		2529	2561	2157	2852	1
2		31100	4932	2977		2697	3847	2
3			2888	2687	8940	2723	2920	3
4		7448	2788		2870	3393		4
5		2888	3706	7506	2981	2746	8989	5
6		1498	2718	267	2732		3161	6
7		2704		2645	3120	8428	18658	7
8		2925	1545				3362	8
9		3576	8814	2777	2998	2725	3143	9
10		3025	2872	2970		2294	3934	10
11			3036	2445	8052	2828	3557	11
12		8591	2890		2849	3267		12
13		2543	3768	8437	21334	3040	9237	13
14		33313	2506	2600	2666		3219	14
15				23873	2359		41841	15
16		5311	2910		3611	8434	3492	16
17		2695	8664	2649		2600	3236	17
18		2882	2914		9045	42057	3411	18
19			46710	16125	28231	2914		19
20			27767		49015	2381	3767	20
21			8956	2587	2782	3506		21
22		2586	3023	8327	2429	3592	8904	22
23		56157	2810	1209	3495		3083	23
24		2505		54128			64631	24
25		2510	7170	258	2768	9298	3023	25
26		3003	2850	2619		250	3309	26
27			65075	3785	8854	65848		27
28			2436	2996	3120	3120	4630	28
29		8515	2397		285	3060		29
30		2943	3342	8415	2488		5001	30
31		76495	2502	12722	3366	5394	8251	31
32		2592		74561			8924	32
33				2753	3053	8660	4537	33
34		2435	7718	2759		2883	3177	34
35		3442		3325	2402	2855	2969	35
36		2599				2850	2945	36
37		3593	2664		6693		4738	37
38		2941	12788	12792	1904	2581	3173	38
39								39
40								40
	Month	1998	91160	86724	83758	90030	86432	98366
	YTD		635848	722572	806330	896360	982792	1081158
	Month	1997	881150	83811	72263	137917	122000	100177
	YTD		596451	680252	752515	870432	102432	1132609

SKYLINE001924

National Brand 45-805 Eye-Ease®
45-306 2-Pack
Made in USA

PURCHASES 1998 vs 1997

Prepared By	Initials	Date
Approved By		

		1	2	3	4	5	6
		JAN	FEB	MAR	APR	MAY	JUNE
1		9200	8500	8499	8499	8501	8501
2		9201	8501	8498	8498	8503	8501
3		8498	8503	8520	8498	8501	8499
4		8501	8500	8501	8500	8501	8500
5		8500	8498	8498	8498	8500	8502
6		8402	8501	8498	8501	8504	8503
7		8500	8500	8501	8501	8501	8501
8		8503	8499	8521	8499	8505	8501
9		8499	8499	8494	8501	8501	8499
10		8502	8501	8501	8498	8501	8503
11		8501			8502	8501	8503
12		8498					
13							
14							
15		MO 103305	80004	84996	83495	85010	83509
16	1998	YTD 104305	83309	268305	361500	446810	540319
17		MO 792111	792111	8501	8501	79102	87044
18	1997	YTD -	158722	246737	334698	413846	510940
19							
20		JULY	AUG	SEP	OCT	NOV	DEC
21		8500	8504	8699	8501	8902	9001
22	1	8499	8506	8611	8501	8801	9003
23	2	16999	17010	17210	17002	17003	18004
24	3	8503	8501	8504	8501	8500	8503
25	4	8502	8503	8504	8501	8500	8500
26	5	8504	8506	8500	8501	8500	8501
27	6	8504	8500	8507	8501	8500	8501
28	7	8503	8500	8506	8503	8502	8504
29	8	8504	8508	8503	8503	8502	8504
30	9	8504	8508	8503	8503	8502	8504
31	10	8502	8504	8503	8503	8502	8504
32	11	8503	8504	8503	8503	8502	8504
33	12		8504	8503	8503	8502	8504
34							
35							
36							
37		MO 85055	90198	87144	88030	89519	90019
38	1998	YTD 625374	71572	802716	890786	980265	1070284
39		MO 79202	85019	79202	137902	119300	127690
40	1997	YTD 590142	678161	757363	825265	904565	1042064

SKYLINE001925

Monthly General Reconciliation 1998

	Initials	Date
Approved by		
Prepared by		

	1	2	3	4	5	6
	JAN	FEB	MAR	APR	MAY	JUN
1 Beg Inventory	12225	12896	7659	4334	10244	6465
2 ADDITIONS	104383	80004	84996	94042	83010	92997
3 AVAILABLE	116608	92996	92655	98376	93254	97462
4 ENDING STOCK	12936	7659	4334	10244	4465	9360
5 STOCK SALES	103612	85131	88321	88132	90769	881102
6 Net Sales	107512	85483	88649	87969	90984	88791
7 VARIATIONS	<810>	242	328	<1163>	195	689
8						
9						
10	JUL	AUG	SEP	OCT	NOV	DEC
11 Beg Inventory	9360	3462	7247	10380	19589	12939
12 ADDITIONS	84168	90198	87144	88046	89519	90019
13 AVAILABLE	93528	93660	94391	98426	91108	102958
14 ENDING STOCK	3462	7247	10380	19589	10939	4574
15 STOCK SALES	90066	86413	84011	88587	86168	98384
16 Net Sales	91160	86714	83758	90030	86432	98366
17 VARIATIONS	1044	311	<153>	1143	263	<18>
18						
19						
20 Monthly Variations	Month	Concurrence				
21 JAN	<810>					
22 FEB	242	<1568>				
23 MAR	328	<240>				
24 APR	<1163>	<403>				
25 MAY	195	<208>				
26 JUN	689	481				
27 JUL	1094	1575				
28 AUG	311	1886				
29 SEP	<153>	1633				
30 OCT	1143	2776				
31 NOV	263	3039				
32 DEC	<18>	3021				
33						
34						
35						
36						
37						
38						
39						
40						